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SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2004.002.03 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2004.002 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	ORANGE COUNTY ASSESSOR 205 E. Main Street, Suite 7 Paoli, Indiana 47454-1542 ("Customer")
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(866) 471-2900 ext. 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Linda Reynolds</u> Telephone No.: <u>812-723-7104</u> Fax No.: _____ E-mail Address: _____

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: Paul Sylvestre
(Signature)
Its: President / CEO
(Title)
Date: March 27, 2006
Witnessed: Matthew Perry
(Signature)
Date: March 27, 2006

ORANGE COUNTY, INDIANA

By: Donald R. Clark
(Signature)
Its: County Comm
(Title)
Date: James L. Spruyn
By: James L. Spruyn
(Signature)
Its: Commissioner
(Title)
Date: 3/15/06
By: Thomas A. P.
(Signature)
Its: Commissioner
(Title)
Date: 3-15-06
Witnessed: Linda Reynolds
Date: 3.15.06

SIGNATURE PAGE

Date: January 5, 2005 ek

DATABASE HOSTING SCHEDULE FOR ORANGE COUNTY, INDIANA

Schedule No. IN2004.002.03 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed

Software, Hardware and Services No. IN2004.002 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Manatron is willing to maintain a server and to host a database that contains certain data that is properly formatted and submitted to it by Customer and other approved sources (the "Database"). Customer wishes to use Manatron's software to format data for compilation and inclusion in the Database. Customer may also wish to offer access to the Database on a subscription basis and to use other services made available by Manatron.

DATABASE HOSTING					
SOFTWARE USE LICENSE	Model Number	Hosting Fee	Annual Support	Office	Estimated Completion Date
eGovernment - PropertyMax	PROPERTYMAX	\$ 1,275.00	\$ 3,825.00	Assessor	TBD
TOTAL HOSTING/SUPPORT FEES			\$ 5,100.00		

eGovernment is provided by Manatron and consists of the following:

- Provide Internet-based software to access the client's public data
- Populate the eGovernment software with county data from the appropriate system on a regular basis
- Set up a secure test web site for the county to verify the data conversion
- Provide programs and equipment to allow updating the Internet site with the County's data
- Provide a linkage to the county's "Home Page"
- Multi language support
- Customization of text labels, menus, and screen color - collectively referred to as the "site theme"
- On-going development and enhancement of the Manatron eGovernment applications
- Ensure proper third party product licensing
- Subscription services, credit card transactions, per-hit charges, escrow account, revenue sharing, if defined below.
- Ongoing support, i.e. software upgrades, "bug" fixes, telephone and e-mail support
- 24/7/365 monitored web site support

PAYMENT TERMS: Hosting fees are billed annually in advance commencing upon the first day of the month next following installation, and are subject to increases as defined in section 8.2 of the Master Agreement. Conversion Software Services will be billed upon installation.

Hardware: The Manatron hosted solution is a high-availability offering, which includes:

- 24/7/365 monitored infrastructure support (network/hardware/software)
- Fully fault-tolerant power
- Redundant backbone connection
- Redundant servers
- Constant proactive security analysis
- Intrusion detection and auditing
- Response time and user up-time monitoring
- Database monitoring and maintenance
- User subscription database administration
- Monthly system utilization reports
- Automated tape drive backups

Manatron will also provide a Reach-in Server for the duration of the agreement. Ownership and control of this hardware will remain solely with Manatron for purposes of web data updates only. This hardware must reside physically in the same data center as the Manatron back-end system. No programs shall be loaded on the hardware by the Customer.

Web Server Address: One county determined domain name will be provided

PROFESSIONAL SERVICES SCHEDULE FOR ORANGE COUNTY, INDIANA
Schedule No. IN2004.002.03 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2004.002 between Manatron, Inc. and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
GENERAL DESCRIPTION OF SERVICES	Model Number	Days/QTY	Unit Price	Total Price	Office	Estimated Completion Date
PropertyMax Implementation	IMP-PROPERTYMAX	1	\$ 6,805.00	\$ 6,805.00	Assessor	TBD
				\$ -		
				\$ -		
				\$ -		
Total Professional Services Fees:					\$ 6,805.00	

TERM OF PROFESSIONAL SERVICES SCHEDULE:

Conversion

Manatron will provide conversion services to "move" all current data from the County's present system to Manatron's. All data must be delivered in Manatron's prescribed format. If not delivered to Manatron in prescribed format then conversion will be billed at the then current rate in effect plus travel related expenses. Only Manatron application software data will be converted. Data maintained in any third party software product (Fasport, word processing, spreadsheet, etc.) will be re-entered by the Customer.

CABLING/NETWORKING – Not included in contract

The County has the following options:

1. Manatron will provide a certified subcontractor on-site.
2. County is responsible for cabling networking or hiring a certified subcontractor

CONSULTATION/TRAINING SERVICES				
DESCRIPTION	Model Number	Days/QTY	Total Price	Office
NONE				
Total Consultation/Training Services Fees:			\$ -	

All Professional & Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL & CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional & Consultation/Training services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

ADDITIONAL PROFESSIONAL CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide professional & training services to Customer in the amounts identified above. Any additional Professional or Training days requested by Customer shall be billed, as used, at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's Professional & consulting/training services.

GENERAL PROVISIONS:

- (1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
- (2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
- (3) Up to six hours of training are included in a "full day" of training;
- (4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
- (5) Manatron recommends one (1) person per PC/Terminal; and
- (6) Class size not to exceed twelve (12) trainees.

Date: January 5, 2005 ek

SUMMARY SCHEDULE FOR ORANGE COUNTY, INDIANA

Schedule No. IN2004.002.03

ONE TIME FEES	
DESCRIPTION	Total Price
HARDWARE	\$ -
THIRD-PARTY SOFTWARE	\$ -
SOFTWARE	\$ -
PROFESSIONAL SERVICES (Billed as Used)	\$ 6,805.00
DATABASE HOSTING	
Total One Time Fees - Plus Freight:	\$ 6,805.00

Payment Terms for One Time Fees: Manatron will invoice 100% of the Hardware and Third Party Software upon receipt by Customer. Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the Installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation. Professional Services fees are due and payable after Manatron performs such service in accordance with Manatron's invoice(s) that shall be sent to the Customer. Customer is responsible for all travel-related expenses associated with Manatron's consulting/training services. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

ONGOING FEES	
DESCRIPTION	Total Price
TOTAL HOSTING/SUPPORT FEES	\$ 5,100.00
Total Ongoing Fees:	\$ 5,100.00

Payment Terms: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services; whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

Payment Terms: Software Support: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

Date: January 5, 2005 ek